

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
PURCHASING OFFICE
13300 OLD MARLBORO PIKE
UPPER MARLBORO, MARYLAND 20772-9983

DATE OF ISSUE: JULY 11, 2003

INVITATION FOR BID NO.: 5-04

FOR

FURNISHING AND DELIVERING

DAIRY PRODUCTS

FOR

THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

DEADLINE FOR RETURN OF BIDS:

JULY 25, 2003 – 2:00 P.M.

BID OPENING WILL BE CONDUCTED AT THE
FACILITIES ADMINISTRATION BUILDING
13300 OLD MARLBORO PIKE
UPPER MARLBORO, MARYLAND 20772-9983

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GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 9/91)

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of this Invitation for Bid including Certificate of
Independent Price Determination

IF YOU ARE NOT A SUPPLIER OF THIS
COMMODITY, SUBMIT A "NO-BID" AND
REQUEST YOUR NAME BE REMOVED FROM
OUR BID LIST FOR THIS COMMODITY ONLY.

SPECIAL NOTE:

SUBMIT IN **DUPLICATE**

NO BID BOND IS REQUIRED

NO PERFORMANCE BOND IS REQUIRED

CERTIFICATE OF INSURANCE REQUIRED

SAMPLES REQUIRED

NAME OF FIRM SUBMITTING BID:

PROMPT PAYMENT TERMS DISCOUNT:

% DAYS; NET 30

INDICATE IF YOU ARE A MINORITY BUSINESS
CERTIFIED BY:

BD. OF EDUCATION OF P.G. CO.: _____

P.G. COUNTY GOVERNMENT: _____

ANY MD. STATE AGENCY: _____

CERTIFICATION NO.: _____

(DAIRY)BW

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- I. The offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- A. the prices in this offer have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor.
- B. the prices quoted in this offer, unless otherwise required by law, have not and will not knowingly be disclosed by the offerer prior to opening in the case of an advertised procurement, directly or indirectly to any other offerer or competitor.
- C. no attempt has been or will be made by the offerer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

II. Each person signing this offer certifies that:

A. they are the person in the offerer's organization responsible within that organization for the decision as to the prices being offered herein and that they have not and will not participate in any action contrary to I A through I C above.

- OR -

1. they are not the person in the offerer's organization responsible therein for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not and will not participate in any action contrary to I A through I C above, and as their agent does hereby certify; and
2. they have not and will not participate in any action contrary to I A through I C above. And

B. that no commission, percentage, brokerage, or contingent fees, in any form, was or will be extended to any Board employee in effecting this transaction. And

C. that all warranties and guarantees as outlined in this Invitation for Bid shall be fully complied with as specified, and shall not void nor limit any other warranties or guarantees offered by the manufacturer over and above those specified and agreed to herein.

**MUST BE AN ORIGINAL SIGNATURE (SIGNED IN INK) OR YOUR BID WILL BE RULED NON-RESPONSIVE
MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED COMPANY OFFICIAL**

(Name of Company Bidding)

(Telephone No./Fax No.)

(Typed/Printed Name of Co. Official)

(Street Address)

(Written Signature of Co. Official)

(City State Zip)

(Co. Official's Title)

(Date)

If a Corporation, it was organized under the laws of the State of _____,
in the year 19____. If a partnership, list names of partners _____.
An individual bidding as a firm or trade name must show name as DBA/ _____.

SECTION I
INFORMATION FOR BIDDERS

I. GENERAL

A. The GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 9/91) are applicable to this Invitation for Bid as written unless otherwise modified herein.

B. The BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, by this Invitation for Bid proposes to contract for **FURNISHING AND DELIVERING DAIRY PRODUCTS** to approximately one hundred and ninety-six schools within PRINCE GEORGE'S COUNTY from AUGUST 1, 2003 through JULY 31, 2004.

C. All parts of this Invitation for Bid including the GENERAL PROVISIONS, any addenda, amendments, modifications or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this Invitation for Bid.

D. Enclosed is a self-addressed, gummed, return mailing label. This label **MUST BE** used in the submission of your bid whether sent by U.S. Postal Service or hand carried messenger. **If no return mailing label is available, bidder must identify the IFB by placing the IFB number, opening date and time in the lower left hand corner of the envelope**. The bidder is solely responsible for the arrival of his/her bid in the PURCHASING OFFICE - FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983, prior to the prescribed deadline for return of bids. Since bids must be received in a sealed envelope, **FACSIMILE COPIES TRANSMITTED VIA "FAX" MACHINES, OR SIMILAR METHODS, WILL NOT BE ACCEPTED.**

E. The **time**, prescribed on the title page of this Invitation for Bid as **the deadline for return of bids**, shall be the time locally in effect (Eastern Daylight Time shall be in effect annually from the first Sunday in April through the last Sunday in October).

F. In the event of inclement weather on the date this bid is scheduled to open and the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CENTRAL OFFICES are closed, bids will be opened at the PURCHASING OFFICE on the next business day. The time of opening on the next business day will be the same as that of the scheduled day. Bids will be accepted until the time of opening on the next business day.

II. CONTRACTUAL POINT OF CONTACT

A. Inquiries should be directed to the following individual:

Mrs. Betty Windsor
Purchasing Office
Telephone: 301-952-6568

III. AWARD

A. Contract award(s) may be made for ALL zones collectively, a single zone, or any combination of zones, whichever is more advantageous to the BOARD.

B. Bidders must make offers on all items within a zone to qualify for award. Failure to do so may cause the bid to be ruled non-responsive and therefore may not be considered.

C. In the absence of any restriction by the bidder, prices offered will be considered to apply to any method of award.

IV. VENDOR ACCEPTANCE OF AWARD

A. Upon notification of award, the vendor must sign and return to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 all copies of said award notice.

B. Any Performance Bond/Certified Check or Certificate of Insurance, or other material required must be returned by the bidder with the signed notice of award by the vendor.

C. Failure to return ALL required documents within fifteen (15) calendar days from date of award will rule your offer null and void and therefore, award will be made to the next low responsive bidder.

V. LAWS AND PERMITS

A. The contractor shall, without additional cost to the BOARD, be responsible for obtaining any necessary licenses, inspections and permits and for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work.

B. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

VI. QUANTITIES

A. The quantities shown by each zone are the best estimates of the DAILY USE of the item by the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY and should be multiplied by 180 days to obtain the estimated total quantity which will be ordered during the school year (less unplanned non-school days).

B. The estimated quantities are furnished for your planning purposes only and do not bind the BOARD OF EDUCATION to order the estimated amount nor restrict the BOARD OF EDUCATION from exceeding the estimated amount.

C. Vendor should be prepared to supply usage reports by item by the 10th of each month.

VII. MINORITY BUSINESS ENTERPRISES

A. The Board of Education of Prince George's County Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business entitled to do so by the provisions of the Administrative Procedure.

B. Only those businesses who are listed on the roster of Minority Business Enterprises for the Board of Education of Prince George's County, at the time of any respective bid opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification must be provided to the Board's Purchasing Office prior to any respective bid opening, for consideration of "Certified" status.

C. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business Officer at 301-952-6563.

VIII. DELIVERY

A. Ordering and Initial Order

1. The DIRECTOR OF FOOD SERVICES will provide the contractor with the initial dairy product orders for all schools for use the opening day of school. This order for delivery to the individual school will be available at the FOOD SERVICES OFFICE, UPPER MARLBORO, MARYLAND after AUGUST 1, 2003, AND MUST BE PICKED UP BY THE CONTRACTOR. Subsequent orders will be submitted by the SCHOOL FOOD SERVICE MANAGER at each school. The initial order must be delivered to the school by AUGUST 22, 2003.
2. Collect long distance calls are to be accepted by the dairy for orders or a Watts Line number must be furnished.
3. **The terms of this contract include service to summer school sites.**
4. Order forms to be approved by the Department of Food and Nutrition Services prior to printing to ensure accuracy.

B. Frequency

1. Daily delivery, for each SCHOOL DAY; however, smaller schools can accept delivery two or three times weekly. (See Attachment No. 1)
2. Standing orders are encouraged with adjustments to be made weekly by the SCHOOL FOOD SERVICE MANAGER, or 24 hour notice in advance of delivery in unusual circumstances.

C. Time

1. Hours of delivery will be from 7:00 A.M. to 2:00 P.M for Production Schools and 7:00 A.M. to 1:00 P.M. for Satellite Schools.
2. Minor deviations to the contracted hours of delivery may be made by mutual consent of FOOD SERVICE MANAGER and the contractor.
3. Avoid delivery at lunch time to prevent accidents when filling milk coolers while students are in line

D. Place of Delivery

1. To ordering school, inside delivery. Food service personnel upon delivery must check products.
2. CASES OF DAIRY PRODUCTS ARE TO BE PLACED INTO REFRIGERATED STORAGE by contractor personnel. However, extreme care is to be taken to avoid damage to the milk cooler.
3. Dumping of containers is permissible, except that extreme care must be exercised to avoid damaging individual cartons, thereby causing the loss of milk and subsequent cleanup by food service personnel.
4. Contractor employees shall rotate the milk on hand to insure freshness, i.e., first in, first out.

E. Documentation

1. Receipt for each delivery must be obtained from school personnel and show name of school, date and quantity delivered, and school number.
2. Two copies of the delivery ticket must be left with school personnel.
3. The original signed copy of the delivery ticket must accompany the monthly invoice.

IX. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

A. After award of a contract, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

1. Requests for deviation from the specifications, terms, or conditions of the contract
2. Bonding or insurance
3. Other matters.

B. In the event of strikes, Extreme Weather Conditions, or other circumstances beyond his/her control, which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services that are necessary for the daily needs of the BOARD.

C. Any change permitted or extension of contract completion date will be only as authorized by the CONTRACTING OFFICER in the form of a contract amendment.

X. INVOICES

A. Invoices must be submitted to the FOOD SERVICES ACCOUNTING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 as follows:

1. Monthly, to include all deliveries of the previous month.
2. By the third (3rd) working day following month of delivery.
3. Accompanied by signed individual delivery tickets.
4. In DUPLICATE, and contain the following information:
 - a. name of school
 - b. total quantity delivered (must be supported by individual delivery tickets)
 - c. unit price of item
 - d. extended price of item
 - e. credit allowed for returned milk
 - f. total amount billed.

XI. PAYMENT

A. Payment will be made within thirty (30) days, after receipt of the original and two (2) copies of correct invoice/statements properly supported by signed delivery receipts.

B. Time payment discounts are encouraged. (See Paragraph 23 of the CONTRACT GENERAL PROVISIONS).

XII. OPTION TO EXTEND

A. Upon satisfactory vendor performance and by mutual agreement, the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to extend the contract for a one (1) year period.

XIII. INSURANCE

A. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance to cover the duration of the contract under an express or implied warranty.

B. The following coverages and limits are required of all vendors:

1. Workers' Compensation	Statutory Limits
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	\$1,000,000
4. Commercial Automobile Liability	\$1,000,000
5. Product Liability/Completed Operations Liability	\$1,000,000

C. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.

D. The certificate of insurance must be provided to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983, prior to signing of the contract by the BOARD'S REPRESENTATIVE.

E. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Invitation for Bid.**

XIV. DAMAGES OR INJURY

A. The contractor will be held pecuniarily responsible for any and all damage to BOARD property done or caused by him/her or your employees or other personnel engaged in the execution of the contract.

B. The contractor shall be similarly responsible for all injury to persons that occur as a result of his/her fault or negligence.

C. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

D. The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the BOARD free of any and all claims for damages arising from the execution of the contract.

E. Evidence of the contractor's financial responsibility with regard to the foregoing is described in Paragraph XIII.

XV. CREDIT MILK

A. All unused milk will be **picked-up and credited** by the contractor **for winter break**, by December 23, 2003 and full credit allowed on next regular billing. Receipts for credited milk will be given to the FOOD SERVICE MANAGER for her report submission at the next delivery after break. **At year-end, quantities of milk greater than 1 crate (50 ½ pints) will be picked up (no credit) and a pick-up ticket will be issued to**

food service manager. This pick-up is to prevent large quantities of milk from being dumped into individual school dumpsters.

XVI. DELIVERED PRICE

- A. Prices offered must be free of all taxes, allow for trade discounts, and include all costs to make deliveries to destinations in accordance with all terms and conditions of the Invitation for Bid.
- B. Prices offered must be based on the Northeast/Baltimore, MD Market Area Class 1 price for milk in effect JULY 1, 2003, as published in the Market Administrators Bulletin, Federal Order No. 4.

XVII. PRICE CHANGES

A. Milk

1. Upward or downward adjustment in the delivered price of milk may be effected when the price of milk for the Washington Market Area increases or decreases by twenty cents (\$.20) or more per hundred weight for Class I, 2.0% butterfat milk for low fat milk or 1% for flavored milk as published by the Federal Milk Market administrator in the Market Administrator Bulletin, Federal Order 4. Calculation to be carried out to four (4) decimal places.
2. The price adjustment for milk delivered in 1/2 pint containers will be determined by dividing the posted price change by 186. (186 half pints of milk equals a hundred weight). The suggested formula for calculation is to be as follows: Percent of butterfat saved, times 10, times butterfat differential, equals credit per hundred weight. Milk price less credit per hundred weight equals new milk price, divided by 186 equals the increase or decrease per carton, carried out to four (4) decimal places.
3. Price increase(s) will not be automatic. Any request for price adjustment must be initiated by the contractor in writing and supported by applicable Milk Market Administrator Bulletin and based on price quotation and components of Class I price and butterfat differential as published for the previous month.
4. Price increase(s) will only be authorized by contract amendment signed by the CONTRACTING OFFICER and the effective date of the increase will be the date of the amendment. Price increase(s) will not be retroactive.
5. Price decrease(s) shall be promulgated and initiated by the contractor in writing and governed by the foregoing circumstances, and will be retroactive if not timely submitted.

B. Cottage Cheese

1. Price offered for cottage cheese and juices must remain firm throughout the term of the contract.

XVIII. DELIVERY/TEMPERATURE/VEHICLES/CASES

- A. Dairy products must be delivered at 40° Fahrenheit or lower, but NOT FROZEN, in **clean cartons**, clean vehicles, and **CARRIED IN CLEAN CASES**.
- B. No deposit will be made for cases.
- C. Once individual cartons of the dairy products have been removed, all empty cases must be removed from the premises after each delivery. Storage of cases will **NOT** be permitted.
- D. **MILK SHALL NOT BE LEFT OUTDOORS.** All drop shipments shall be reported to the Environmental Health Service as a violation of prevailing health standards, and shall not be honored for payment.
- E. If milk delivery cannot be made in sufficient time for serving, then written documentation must be given to the Food Service Manager on the circumstances which prevented non-delivery or compliance with these provisions in order that Federal and State reimbursements funds for lunches can be received.

XVIII. DELIVERY/TEMPERATURE/VEHICLES/CASES (Continued)

F. It must be ascertained that a bona fide emergency existed and failure to deliver milk in sufficient time for serving was not the fault of the dairy. In the event these conditions cannot be met, then the value of the Federal and State reimbursement rates will be furnished to FOOD SERVICES upon our submission of specific details of the emergency.

G. Dairy products and containers to be delivered free of infestation or contamination, at the proper temperature and in the proper condition for each product.

H. All deliveries will be inspected by authorized personnel for proper temperature and conditions before being accepted and signed for by school personnel.

XIX. CONTAINERS

A. Milk

1. To be delivered in clean, disposable containers easily opened by children and may be flat top or gabled top. Tetra-pak containers are not acceptable. Flat top containers must have protective covering over pouring lip.
2. Container to be properly sealed, protected and so constructed as to avoid the loss of milk during storage.
3. Any container used must meet all applicable Department of Health Standards.
4. Style, type and design of container offered must meet with the approval of the DIRECTOR OF FOOD SERVICES.
5. Sample containers must be available upon request within two days of the request.
6. Vendor is encouraged to supply any information regarding milk carton recycling that comes available.
7. We encourage milk vendors to participate in programs that promote nutrition, the ASFSA and PRINCE GEORGE'S COUNTY SCHOOL FOOD SERVICES PROGRAM. Information regarding these programs on milk cartons is acceptable.

B. Cottage Cheese

1. To be delivered in 5 lb. waxed or plastic containers.
2. Sample container must be forwarded with the bid, identified to the bidder.
3. Shall be date coded in compliance with applicable State regulations.

C. Juice

1. All juice is to be 100% fruit juice.
2. Strongly recommended that orange juice containers should include the Florida Sunshine Tree or Florida Seal of Approval Symbol.

XX. CODING

A. All milk products shall be date coded. The milk shall have at least five (5) days remaining on the date code, when delivered to our schools. This will allow for operational use of milk after weekends and holidays.

B. Coding must be in compliance with applicable State regulations.

C. All juice products shall be date coded with 21 days of use.

XXI. ZONES

A. For the purpose of this Invitation for Bid, PRINCE GEORGE'S COUNTY has been divided into five (5) separate zones within a geographic area. Successful bidder(s) will be required to service any school within a zone to include new schools opening during the contract period or schools, which have not been named in this Invitation for Bid. (See Pages 11 through 17).

XXII. APPROVED SOURCES

A. All food and materials supplied by the successful vendor must come from approved sources which conform to applicable health inspections from the following agencies: USDA, FDA, MARYLAND STATE HEALTH DEPARTMENT, USPHS, or PRINCE GEORGE'S COUNTY HEALTH DEPARTMENT.

B. Despite the fact that the FDA approves the use of Bovine Growth Hormone BST in the production of milk, its use as a supplement is discouraged by the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. We ask suppliers for their cooperation by requesting that they are supplied with milk that has not been produced using synthetic or genetically engineered BST.²

XXIII. TAXES

A. The Contractor is required by Maryland Law to pay a Sales and Use Tax on all purchases.

B. The BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY is subject to the provisions of Article 81, Section 326 (a) of the Annotated Code of Maryland which provides that the Retail Sales Tax shall not apply to the following Sales:

1. **"State Sales - Sales to the State of Maryland or any of its political subdivisions.** Provided that this sub-section shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, or tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, on contracts advertised for bids after July 1, 1968."

C. The aforementioned statement as to tax exemptions is advisory only. Bidders shall assume full responsibility for payment of any and all taxes which may be construed by lawful authority as being due for materials and supplies under any contract with the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. They shall hold the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY safe and harmless from any liability for said taxes. The cost of any taxes that are lawfully due and paid by the contractor may be passed on to the Board of Education in the total cost of the contract.

XXIV. LIQUIDATED DAMAGES

A. In the event the product(s) is not received or delivered in accordance with the specifications, the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to purchase this product on the open market, in sufficient quantities to assure a continuation of the planned menu/operations. All expenses incurred by the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY in the purchase, delivery and other charges is to be deducted from the monies owed or which may become due to the vendor.

ZONES

Zones are based on geographical location.

ZONE #1 - Bladensburg Road to Annapolis Road to Kenilworth Avenue to East-West Highway to Baltimore-Washington Parkway to the county line.

ZONE #2 - South of Zone #1 boundaries and north of Route #50 to Baltimore- Washington Parkway to Annapolis Road to Lanham-Severn Road (ending in Bowie) then along the Conrail tracks to the county line.

ZONE #3 - South of Zone #2 boundary and north of Central Avenue to county line.

ZONE #4 - South of Zone #3 boundaries and north of Route #5 to Beltway (I-95) to Route #4 to county line.

ZONE #5 - South of Zone #4 boundaries to southern county line (remainder of county)

C. Any contradiction between site to be serviced and zone boundaries shall be resolved by giving precedence of the site address.

ZONE 1 – 37 schools

SCHOOL NAME	ADDRESS
Adelphi Elementary	8820 Riggs Road, Adelphi
Beltsville Elementary	4300 Wicomico Avenue, Beltsville
Bond Mill Elementary	16001 Sherwood Avenue, Laurel
Buck Lodge Middle	2611 Buck Lodge Road, Adelphi
Calverton Elementary	3400 Beltsville Road, Beltsville
Carole Highlands Elementary	1610 Hannon Street, Takoma Park
Cesar Chavez Elementary	6609 Riggs Road, Hyattsville
Cherokee Lane Elementary	9000 25th Avenue, Adelphi
Chillum Elementary	1420 Chillum Road, Hyattsville
Cool Spring Elementary	8910 Riggs Road, Adelphi
Deerfield Run Elementary	13000 Laurel-Bowie Road, Laurel
Dwight D. Eisenhower Middle	13725 Briarwood Drive, Laurel
Francis Fuchs Special Center	11011 Cherry Hill Road, Beltsville
High Point High	3601 Powder Mill Road, Beltsville
Hollywood Elementary	9811 49th Avenue, College Park
Hyattsville Elementary	5311 43rd Avenue, Hyattsville
Hyattsville Middle	6001 42nd Avenue, Hyattsville
James Duckworth Special Center	11201 Evans Trail, Beltsville
James H. Harrison Elementary	13200 Larchdale Road, Laurel
Langley Park/McCormick Elementary	8201 15th Avenue, Hyattsville
Laurel Elementary	Montgomery & 5th Street, Laurel
Laurel High	8000 Cherry Lane, Laurel
Lewisdale Elementary	24th Ave. & Banning Pl. Hyattsville
Martin Luther King Middle	4545 Ammendale Road, Beltsville
Mary Harris Jones Elementary	2405 Tecumseh Street, Adelphi
Montpelier Elementary	9200 Muirkirk Road, Laurel
Mt. Rainier Elementary	4011 32nd Street, Mt. Rainier
Nicholas Orem Middle	6100 Editors Park Dr., Hyattsville
Northwestern High	7000 Adelphi Road, Hyattsville
Oaklands Elementary	13710 Laurel-Bowie Road, Laurel
Paint Branch Elementary	51st Ave. & Pierce St., College Park
Ridgecrest Elementary	Riggs & Ray Roads, Hyattsville
Riverdale Elementary	5006 Riverdale Road, Riverdale
Scotchtown Hills Elementary	15950 Dorset Road, Laurel
Springhill Lake Elementary	6060 Springhill Dr., Greenbelt
Thomas Stone Elementary	4500 34th Street, Mt. Rainer
University Park Elementary	4315 Underwood Street, Hyattsville

END OF ZONE 1

ZONE 2 – 27 schools

SCHOOL NAME	ADDRESS
Alternative High/Middle	5150 Annapolis Road, Bladensburg
Beacon Heights Elementary	6929 Furman Parkway, Riverdale
Berwyn Heights Elementary	6200 Pontiac Street, Berwyn Heights
Bladensburg Elementary	4915 Annapolis Road, Bladensburg
Carrollton Elementary	8300 Quintana Street, New Carrollton
Catherine T. Reed Elementary	9501 Greenbelt Road, Lanham
Charles Carroll Middle	6130 Lamont Drive, New Carrollton
DuVal High	9800 Good Luck Road, Lanham
Eleanor Roosevelt High	7601 Hanover Parkway, Greenbelt
Gaywood Elementary	6701 97th Avenue, Seabrook
Glenn Dale Elementary	6700 Glenn Dale Road, Glenn Dale
Glenarden Woods Elementary	Echols Avenue, Lanham
Greenbelt Elementary	66 Ridge Road, Greenbelt
Greenbelt Middle	8950 Edmonston Road, Greenbelt
High Bridge Elementary	7011 High Bridge Road, Bowie
James McHenry Elementary	8909 McHenry Lane, Lanham
Lamont Elementary	7101 Good Luck Road, New Carrollton
Magnolia Elementary	8400 Nightingale Drive, Lanham
Margaret Brent Special Center	5816 Lamont Terrace, New Carrollton
Parkdale High	6001 Good Luck Road, Lanham
Robert Frost Elementary	6419 85th Avenue, New Carrollton
Robert Goddard Elementary	9850 Good Luck Road, Seabrook
Rogers Heights Elementary	4301 58th Avenue, Bladensburg
Templeton Elementary	6001 Carter Lane, Riverdale
Thomas Johnson Middle	5401 Barker Place, Lanham
William Wirt Middle	62nd & Tuckerman St., Riverdale
Woodridge Elementary	5001 Flintridge Drive, Hyattsville

END OF ZONE 2

SCHOOL NAME	ADDRESS
Ardmore Elementary	9301 Ardmore Road, Landover
Benjamin Tasker Middle	4901 Collington Road, Bowie
Bladensburg High (temporary relocation)	3021 Belair Drive, Bowie
Bowie High	15200 Annapolis Road, Bowie
C. Elizabeth Rieg Special Center	15542 Peach Walker Dr. Mitchellville
Carmody Hills Elementary	401 Jadeleaf Ave., Capitol Heights
Chapel Forge Special Center	12711 Milan Way, Bowie
Charles Herbert Flowers High	10001 Ardwick-Ardmore Road, Springdale
Columbia Park Elementary	1901 Kent Village Dr., Landover
Cooper Lane Elementary	3817 Cooper Lane, Landover Hills
Cora L. Rice Elementary	950 Nalley Road, Landover
Dodge Park Elementary	3401 Hubbard Road, Landover
Ernest Everett Just Middle	1300 Campus Way North, Mitchellville
Fairmont Heights High	5601 N. Englewood Dr., NE, Fairmont Heights
Gladys Noon Spellman Elementary	3334 64th Avenue, Cheverly
Glenridge Elementary	7200 Gallatin St., Landover Hills
G. James Gohlson Middle	900 Nalley Road, Landover
Heather Hills Elementary	12605 Heming Lane, Bowie
John Carroll Elementary	1400 Nalley Terrace, Landover
Judge Sylvania Woods Elementary	3000 Church Street, Landover
Kenilworth Elementary	12520 Kembridge Drive, Bowie
Kenmoor Elementary	3211 82nd Avenue, Landover
Kenmoor Middle	2500 Kenmoor Drive, Landover
Kingsford Elementary	1401 Enterprise Rd., Mitchellville
Lake Arbor Elementary	10205 Lake Arbor Way, Mitchellville
Matthew Henson Elementary	7910 Scott Road, Landover
Oakcrest Elementary	929 Hill Road, Landover
Pointer Ridge Elementary	1110 Parkington Lane, Bowie
Rockledge Elementary	7701 Laurel-Bowie Road, Bowie
Samuel Ogle Elementary	4111 Chelmont Lane, Bowie
Seabrook Elementary	6001 Seabrook Road, Seabrook
Seat Pleasant Elementary	6411 G Street, Capitol Heights
Tall Oaks Vocational	2112 Church Road, Bowie
Thomas Pullen Elementary	700 Brightseat Road, Landover
Tulip Grove Elementary	2909 Trainor Lane, Bowie
William Paca Elementary	7801 Sherriff Road, Landover
Woodmore Elementary	12500 Woodmore Road, Mitchellville
Yorktown Elementary	7301 Racetrack Road, Bowie

END OF ZONE 3

SCHOOL NAME	ADDRESS
Andrew Jackson Middle	3500 Regency Parkway, Suitland
Arrowhead Elementary	2300 Sansbury Road, Upper Marlboro
Benjamin D. Foulois Elementary	4601 Beauford Road, Suitland
Berkshire Elementary	6201 Surrey Sq. Lane, District Heights
Bradbury Heights Elementary	1401 Glacier Ave., Capitol Heights
Capitol Heights Elementary	601 Suffolk Avenue, Capitol Heights
Carmody Hills Elementary	401 Jadeleaf Ave, Capitol Heights
Central High	200 Cabin Branch Rd., Capitol Heights
Concord Elementary	2004 Concord Lane, District Heights
District Heights Elementary	2200 County Road, District Heights
Doswell E. Brooks Elementary	1301 Brooke Road, Capitol Heights
Drew-Freeman Middle	2600 Brooks Drive, Suitland
Edgar A. Poe Elementary	2001 Shadyside Avenue, Suitland
Forestville High	7001 Beltz Dr., Forestville
Francis Scott Key Elementary	2301 Scott Key Drive, District Heights
H. Winship Wheatley Special Center	8801 Ritchie Rd., Capitol Heights
Highland Park Elementary	6501 Lowland Drive, Landover
John E. Howard Elementary	400 Shell Avenue, Capitol Heights
John H. Bayne Elementary	7010 Walker Mill Rd., Capitol Heights
Kettering Elementary	11000 Layton Street, Upper Marlboro
Kettering Middle	65 Herrington Drive, Upper Marlboro
Largo High	505 Largo Road, Upper Marlboro
Longfields Elementary	3300 Newkirk Avenue, Forestville
Lyndon Hill Elementary	6181 Central Ave., Capitol Heights
Morningside Elementary	Ames Street & Morgan Road, Suitland
N. Forestville Elementary	2311 Ritchie Road, Forestville
Overlook Elementary	3298 Curtis Drive, Temple Hills
Patuxent Elementary	4410 Bishopmill Dr., Upper Marlboro
Perrywood Elementary	501 Watkins Park Drive, Largo
Phyllis E. Williams Elementary	9601 Prince Place, Upper Marlboro
Rosaryville Elementary	9925 Rosaryville Road
Samual Massey Elementary	Regency Parkway, Suitland
Shadyside Elementary	4601 Lacy Avenue, Suitland
Skyline Elementary	6311 Randolph Road, Suitland
Suitland High	5200 Silver Hill Rd, District Heights
Thomas Claggett Elementary	2001 Addison Road, District Heights
Walker Mill Middle	800 Karen Blvd., Capitol Heights
William Beanes Elementary	5108 Dianna Drive, Suitland

END OF ZONE 4

SCHOOL NAME	ADDRESS
Allenwood Elementary	6300 Harley Lane, Temple Hills
Apple Grove Elementary	7400 Bellefield Ave., Ft. Washington
Avalon Elementary	7302 Webster Lane, Ft. Washington
Baden Elementary	13601 Baden-Westwood Rd., Brandywine
Barnaby Manor Elementary	2411 Owens Road, Oxon Hill
Benjamin Stoddert Middle	2501 Olsen Street, Temple Hills
Brandywine Elementary	14101 Brandywine Road, Brandywine
Clinton Grove Elementary	9420 Temple Hills Road, Clinton
Crossland High	6501 Temple Hills Rd., Temple Hills
Eugene Burroughs Middle	Livingston & Berry Rds., Accokeek
Flintstone Elementary	800 Comanche Drive, Oxon Hill
Forest Heights Elementary	200 Talbert Drive, Oxon Hill
Francis T. Evans Elementary	6720 Old Alexander Ferry Rd., Clinton
Frederick Douglass High	8000 Croom Road, Upper Marlboro
Friendly High	10000 Allentown Rd., Ft. Washington
Ft. Foote Elementary	8300 Oxon Hill Road, Ft. Washington
Ft. Washington Forest Elementary	1300 Fillmore Rd., Ft. Washington
G. Gardner Shugart Middle	2000 Callaway Street, Temple Hills
Glassmanor Elementary	1011 Marcy Avenue, Oxon Hill
Green Valley Elementary	2215 Chadwick Street, Temple Hills
Gwynn Park High	13800 Brandywine Rd., Brandywine
Gwynn Park Middle	8000 Dyson Road, Brandywine
Henry G. Ferguson Elementary	14600 Berry Road, Accokeek,
Hillcrest Heights Elementary	4305 22 nd Place, Temple Hills
Indian Queen Elementary	9551 Ft. Foote Road, Oxon Hill
Issac J. Gourdine Middle	8700 Allentown Rd., Ft. Washington
J. Frank Dent Elementary	2700 Corning Avenue, Ft. Washington
James Madison Middle	7300 Woodyard Rd., Upper Marlboro
James R. Randall Elementary	5410 Kirby Road, Clinton
Jessie Mason Special Center	2720 Iverson Street, Temple Hills
John Hanson Montessori Elementary	6360 Oxon Hill Road, Oxon Hill
Marlton Elementary	8506 Old Colony Dr. S., Upper Marlboro
Mattaponi Elementary	11701 Duley Station Road, Upper Marlboro
Melwood Elementary	7100 Woodyard Rd., Upper Marlboro
Middleton Valley Elementary	4815 Dalton Street, Temple Hills
Owens Road Elementary	1616 Owens Road, Oxon Hill
Oxon Hill Elementary	7701 Livingston Road, Oxon Hill
Oxon Hill High	6701 Leyte Drive, Oxon Hill
Oxon Hill Middle	9570 Ft. Foote Rd., Ft. Washington
Panorama Elementary (temporary relocation)	6360 Oxon Hill Road, Oxon Hill
Potomac High	5211 Boydell Ave., Oxon Hill
Potomac Landing Elementary	12500 Ft. Washington Road Ft. Washington
Princeton Elementary	6101 Baxter Drive, Suitland
Rose Valley Elementary	9800 Jacqueline Dr., Ft. Washington
Samuel Chase Elementary	5700 Fisher Road, Temple Hills
Stephen Decatur Middle	8200 Pinewood Drive, Clinton
Surrattsville High	6101 Garden Drive, Clinton

ZONE 5 (Continued)

SCHOOL NAME	ADDRESS
Tanglewood Special Center	8333 Woodyard Rd., Clinton
Tayac Elementary	8600 Allentown Rd., Ft. Washington
Thurgood Marshall Middle	4909 Brinkley Road, Temple Hills
Valley View Elementary	5500 Danby Avenue, Oxon Hill
Waldon Woods Elementary	10301 Thrift Road, Clinton
William Schmidt Center	18501 Aquasco Road, Brandywine

END OF ZONE 5

SECTION II
BID SPECIFICATIONS/PROPOSAL

ITEM NO. 1 - MILK, REDUCED FAT, 1/2 Pint, Class I, pasteurized, Vitamin A and D added, homogenized minimum butterfat content 2.0%. Milk must not contain any foreign matter nor have "off flavor" and must comply in product, packaging and delivering with all FEDERAL, STATE and COUNTY LAWS and REGULATIONS. Milk shall not be fortified with additional milk solids.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 1/2 PINT (EACH)	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	91,760	\$	\$

ITEM NO. 2 - MILK, LOW FAT CHOCOLATE, 1/2 Pint, Class I, pasteurized, Vitamin D added, minimum butterfat content 1.0%. Chocolate shall not exceed 1% of the total solids. Product must be non-settling and non-creaming. Flavorings and additives shall be natural product. Artificial flavorings or additives are unacceptable. Milk shall not be fortified with additional milk solids.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 1/2 PINT (EACH)	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	

5

\$

ALL 5 ZONES 1,400,000

\$

\$

ITEM NO. 3 - MILK, WHOLE, 1/2 Pint, Class I, pasteurized, Vitamin A and D added, homogenized minimum butterfat content 3.5%. Milk must not contain any foreign matter nor have "off flavor" and must comply in product, packaging and delivering with all FEDERAL, STATE and COUNTY LAWS and REGULATIONS. Milk shall not be fortified with additional milk solids.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 1/2 PINT (EACH)	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	145,400	\$	\$

ITEM NO. 4 - MILK, NO FAT, SKIM, 1/2 Pint, Class I, pasteurized, Vitamin A & D added, 0% homogenized butterfat content. Milk must not contain any foreign matter nor have "off flavor" and must comply in product, packaging and delivering with all FEDERAL, STATE and COUNTY LAWS and REGULATIONS. Milk shall not be fortified with additional milk solids.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 1/2 PINT (EACH)	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

ITEM NO. 5 - MILK, REDUCED FAT WHITE, Gallon, Class I, pasteurized, Vitamin A and D added, homogenized minimum butterfat content 2.0%. Milk must not contain any foreign matter nor have "off flavor" and must comply in product, packaging and delivering with all FEDERAL, STATE and COUNTY LAWS and REGULATIONS. Milk shall not be fortified with additional milk solids.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE GALLON	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	5	\$	\$

ITEM NO. 6 - COTTAGE CHEESE, small curd, 5 lb. plastic or waxed containers. Grade "A" or better. Dry, no whey build-up. REDUCED Fat 2%.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 5 LB. (TUB)	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	20	\$	\$

ITEM NO. 7 - JUICE, ORANGE, 4 oz. 100% pure orange juice product, pre-packaged cartons. Carton must be constructed so that the flavor of the juice is not altered by the packaging, and that leaking and seeping does not occur. Strongly recommended that packaging to include Florida Sunshine Tree or Florida Seal of approval.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 4 OZ. CARTON	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	544,925	\$	\$

ITEM NO. 8 - JUICE, APPLE, 4 oz. 100% fruit juice product, pre-packaged cartons. Carton must be constructed so that the flavor of the juice is not altered by the packaging, and that leaking and seeping does not occur. Made with concentrate from Lakeside Argentine w/essence returned.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 4 OZ. CARTON	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	509,973	\$	\$

ITEM NO. 9 - JUICE, GRAPE, 4 oz. 100% fruit juice product, pre-packaged cartons. Carton must be constructed so that the flavor of the juice is not altered by the packaging, and that leaking and seeping does not occur.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 4 OZ. CARTON	ESTIMATED TOTAL PRICE
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$
ALL 5 ZONES	203,448	\$	\$

ITEM NO. 10 - JUICE, APPLE, (Sept. - Dec.) 6 oz. 100% fruit juice product, pre-packaged cartons. Carton must be constructed so that the flavor of the juice is not altered by the packaging, and that leaking and seeping does not occur. Flavor of juice to change to 100% Orange juice (**Jan. 2 - June**).

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 6 OZ. CARTON	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	10,543	\$	\$

ITEM NO. 11 - JUICE, ORANGE, 16 oz., 100% pure orange juice product, pre-packaged plastic containers.

Container must be constructed so that the flavor of the juice is not altered by the packaging, and that leaking and seeping does not occur. Strongly recommended that packaging to include Florida Sunshine Tree or Florida Seal of approval.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE 16 OZ. CONTAINER	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	25	\$	\$

ITEM NO. 12 - CREAM, SOUR, 5lb. Plastic Tub , Grade A, pasteurized, homogenized, butterfat content 18%, total solids 28.5%. Contains cultured cream. Must comply in product, packaging, and delivering with all FEDERAL, STATE and COUNTY LAWS and REGULATIONS.

ZONE	ESTIMATED DAILY USAGE	UNIT PRICE QUART	ESTIMATED TOTAL PRICE
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
ALL 5 ZONES	5	\$	\$

ATTACHMENT NO. 1

Based on present usage information, the below listed schools can accept milk delivery every other day. However, the option of adjusting the delivery schedule is retained by the Director of Food Services based on equipment, increased enrollment, increased consumption or other circumstances.

C. Elizabeth Rieg Special Center

James Duckworth Special Center

Chapel Forge Special Center

Jessie B. Mason School

Margaret Brent Special Center

Tall Oaks Vocational

Tanglewood Special Center

Alternative High and Middle Schools

Judith P Hoyer Early Childhood Center

Frances Fuchs Early Childhood Center

COMPLETE AND SIGN PAGE NO. 2

FAILURE TO MAKE OFFER TO THIS INVITATION FOR BID MAY CAUSE REMOVAL OF YOUR NAME FROM OUR BIDDERS MAILING LIST FOR THIS COMMODITY.

THOSE BIDDERS WISHING TO REMAIN ON THE MAILING LIST FOR THIS COMMODITY BUT DO NOT DESIRE TO SUBMIT A BID AT THIS TIME, SHOULD AFFIX THE ENCLOSED MAILING LABEL, MARKED "NO BID", TO AN ENVELOPE WITH THE COMPANY'S NAME AND RETURN ADDRESS CLEARLY SHOWN, AND MAIL AS INDICATED ON THE LABEL.

IF YOU ARE NOT A SUPPLIER OF THIS COMMODITY SUBMIT A "NO BID" AND REQUEST YOUR NAME BE REMOVED FROM OUR MAILING LIST FOR THIS COMMODITY ONLY.

Dear Prospective Bidder:

We solicit your offer for furnishing the requirements of the Board of Education of Prince George's County as described and specified in the enclosed Invitation for Bid.

It is very important that you read and understand the General Provisions (PGCBE 3-B-68 Rev. 9/91), the Specifications, Terms and Conditions, and all other matter relevant to the Invitation for Bid. Additionally, your bid must be **signed and submitted in duplicate**, enclosed in a sealed envelope, and clearly marked with the IFB number for identification purposes. Please identify your "Minority" status, and whether the envelope contains a "BID" or "NO BID". Also, provide a return address on the envelope.

Failure to respond to this Invitation for Bid may cause removal of your name from our bidders mailing list for this commodity. Those bidders who wish to remain on the mailing list but do not wish to submit a bid at this time, should submit a "NO BID", with the company's **return address** clearly indicated.

Inquires should be directed to the "CONTRACTUAL POINT OF CONTACT", as indicated in the Invitation for Bid.

Bid results are not available until after any resultant contracts are finalized. The Purchasing Office routinely notifies all responsive bidders as to the firm or individual receiving the award. Further information can be obtained in person from the Purchasing Office, but not by telephone or mail.

Sincerely,

Jim Beall
Acting Chief Financial Officer

(BLRPLTGENCON)
(REV. 7/03)

TO: ALL PROSPECTIVE BIDDERS/VENDORS

FROM: PURCHASING OFFICE

RE: ETHICS REGULATIONS

Below is an excerpt from the Board of Education Policy No. 0400 pertaining to "Ethics Regulations," which was established pursuant to the provisions of Sections 6A-101 through 6A-501 of Article 40A of the Annotated Code of Maryland:

Section 7. Lobbying Disclosure

A. Any person other than a Board employee or Board counsel who personally appears before any School official or employee with the intent to influence that person in the performance of his/her official duties, and who, in connection with such intent expends or reasonably expects to expend in a given calendar year in excess of \$25.00 on food, entertainment or other gifts for such officials, shall file a registration statement with the Ethics Panel no later than January 15 of the calendar year or within five days after first making such appearance.

B. The registration statement shall include complete identification of the registrant and of any other person on whose behalf the registrant acts. It shall also identify the subject matter on which the registrant proposes to make such appearances, and shall cover a defined registration period not to exceed one calendar year.

C. Registrants under this section shall file a report within 30 days after the end of any calendar year during which they were registered, disclosing the value, date, and nature of a food, entertainment or other gift provided to a School official or employee. Where a gift or series of gifts to a single official or employee exceeds \$25.00 in value, the official or employee shall also be identified.

D. The registrations and reports filed pursuant to this section shall be maintained by the Ethics Panel as public records available for public inspection and copying.

If you have any questions pertaining to the above, please call the Purchasing Office at (301) 952-6560.

Contract General Provisions

Section I GENERAL

Any Contract awarded as the result of any Invitation for Bids to furnish supplies, equipment or services to the BOARD OF EDUCATION, PRINCE GEORGE'S COUNTY, Upper Marlboro, Maryland shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

As used throughout these provisions, and throughout any matter relevant to any Invitations for Bid, the word **SHALL** is imperative.

1. Order of Precedence:

- A. In the event of an inconsistency among provisions of this Invitation for Bid, the inconsistency shall be resolved by giving precedence in the following order: (1) the proposal, (2) Invitation for Bid Terms and Conditions; (3) General Provisions; (4) drawings or other addenda, whether incorporated by reference or otherwise; and (5) the Specifications.

2. Default:

- A. The BOARD OF EDUCATION may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or
 2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or
 3. Willfully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or
 4. If a determination is made by the BOARD OF EDUCATION that the obtaining of the Contract was influenced by an employee of the BOARD having received a gratuity, or promise thereof, in any way or form.
- B. In the event the BOARD OF EDUCATION terminates this Contract in whole or in part, the BOARD OF EDUCATION may procure, upon such terms and in such a manner as the Purchasing Office may deem appropriate, supplies and services similar to those so terminated, and the Contractor shall be liable to the BOARD OF EDUCATION for any excess cost for such similar supplies or services. Provided; that the Contractor shall continue the performance of the Contract to the extent not terminated.

3. Termination For Convenience:

- A. This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

4. Subletting of Contract or Assignment of Contract Funds:

- A. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contractual duties to any other person, firm or

corporation, without the previous written consent of the Board Contracting Officer. If the Contractor desires to assign his/her right to payment of the contract, Contractor shall notify the Board Contracting Officer immediately, in writing, requesting such assignment of right to payment. In no case shall such assignment of payment relieve the Contractor from his/her obligations, or change the terms of the contract.

5. Covenant Against Contingent Fees:

- A. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the BOARD OF EDUCATION shall have the right to annul the Contract without liability of the BOARD OF EDUCATION or in its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6. Certificate of Independent Price Determination:

- A. The certification on the signature page of the bid form must be agreed to without modification or deletion. Bids received with changes or modifications to the Certificate of Independent Price Determination will not be considered for award.

7. Damage to Property:

- A. The Contractor in the performance of this Contract will be held pecuniarily responsible for any damage to grounds, buildings or equipment, caused by him/her, his/her sub-contractor or employees or other persons engaged in the performance of the Contract.

8. Laws and Permits:

- A. In the performance of this Contract the Contractor is required to comply with all applicable Federal, State and Local Laws, ordinance, codes and regulations. The cost of permits, insurance's, taxes and any other relevant costs required in the performance of the Contract shall be borne by the Contractor.
- B. Laws of the State of Maryland shall govern the contract.

9. Product Source:

- A. The BOARD OF EDUCATION will give preference to supplies, materials and equipment of American origin. Additionally, the bidder, by signing his/her bid, certifies that the items to be furnished did not originate in, or were not exported to the United States from a Communist Country.

10. Patents:

- A. The Contractor shall hold the BOARD OF EDUCATION, its officers and employees, free of any liability and damages including costs or expenses arising from patent infringement incurred by use of any item or process supplied in performance of this Contract.

11. New Items:

- A. All items furnished against the Contract must be new and unused, latest models (unless otherwise specified) and free of all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

12. Commercial Warranty:

- A. The Contractor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the BOARD OF EDUCATION by any other clauses of the Contract.

13. Optional Use of Contract:

- A. "Unless specifically prohibited by the bidder in the bid, the following entities within the State of Maryland shall have the option to order from the contract. The Purchasing Agent of those agencies listed below who opt to use the Contract shall issue their own Contract Awards/Purchase Orders and provide the Contractor with pertinent delivery and invoicing instructions.

State Offices and Agencies
County Governments
County Public Schools
Municipal Governments within the Counties
State and Community Colleges
Private and Parochial Schools."

14. Inspection/Acceptance:

- A. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until said goods are inspected. The inspection and test by the BOARD OF EDUCATION or other Ordering Office of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive but not as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- B. All supplies (which term throughout this clause includes without limitation, raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Ordering Office, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- C. In case any supplies or lots of supplies are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract the Ordering Office shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the BOARD OF EDUCATION EITHER: (1) may by Contract or otherwise, replace or correct such supplies and charge to the Contractor the cost occasioned the BOARD OF EDUCATION thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Default".
- D. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the BOARD OF EDUCATION.
- E. The Ordering Office will inform the Contractor of any rejected delivery and require its immediate removal at the Contractor's expense.
- F. Neither the BOARD OF EDUCATION nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing or mishandling.

15. Ordering:

- A. Supplies or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by the Purchasing Agent or person in a higher position, in the case of orders for the BOARD OF EDUCATION; and by a person authorized to encumber funds in the case of orders placed by the Community College, Private or Parochial Schools, other offices of the County or other Municipal Governments within Prince George's County.

- B. All purchase orders, regardless of source, issued hereunder are subject to all prices, terms and conditions of the Contract. In the event of conflict between the purchase order and the Contract, the Contract shall govern.

16. Packaging and Delivery:

- A. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the purchase order/contract number and item identification. Failure to provide adequate identifying markings may result in refusal of the delivery.
- B. Unless otherwise stated, all prices include delivery and placement within the school building in area specified in the Contract.
- C. Collect shipments will not be accepted.

17. Invoices:

- A. Unless otherwise indicated, all invoices for orders placed by the BOARD OF EDUCATION must be submitted in duplicate and forwarded to the Vendors Accounts Payable Department, Board of Education, Prince George's County, Upper Marlboro, Maryland 20772-9983. Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:
1. Purchase order/contract number
 2. Delivery destination as it appears on the purchase order.
 3. Contract item number, quantity and description of item billed.
 4. Unit price and extended price for each item.
 5. Total amount of invoice.
 6. Any prompt payment discount offered.
- B. Invoices for items ordered by the Community College, Private or Parochial Schools or the County or other Municipal Government Offices will be rendered in accordance with procedures prescribed by the Ordering Office.

Section II
INSTRUCTION TO BIDDERS

18. Bid Preparation:

- A. One (1) complete set of the Invitation for Bid, consisting of: (1) The Contract General Provisions; (2) three copies of the specifications, terms and conditions; (3) three copies of the Proposal, and; (4) any plans for drawings made part of the Invitation for Bid by reference, shall be provided to each prospective bidder. The original and one (1) copy of the title page, signature page, Information for Bidders pages, and the proposal page(s) must be returned; (1) with all questions answered; (2) without alteration; (3) with both copies signed, (4) enclosed in sealed envelope with bidder's return address and our mailing label, to the Purchasing Office, Board of Education, Prince George's County, Upper Marlboro, Maryland 20772-9983, either mailed or hand carried, before the time and date stated for return of bid.
- B. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of any Contract resulting from the Invitation for Bid.
- C. It is the bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the Contract General Provisions, any addenda, drawings or referenced matter.
- D. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office, Board of Education, Prince George's County, Upper Marlboro, Maryland 20772-9983 allowing sufficient time for a reply to reach all prospective bidders before the time and date scheduled for the return of bids.

19. Withdrawal of Bid:

- A. Bids may be withdrawn by written or telegraphed notice if given prior to the time and date specified for return of bids. Telephone calls for this purpose are not acceptable.

20. Errors in Bids:

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his/her bid will not act as an excuse to permit withdrawal of his/her bid nor secure relief on plea of error.
- B. Neither State Law nor Regulation make allowance for errors either of omission or commission on the part of the bidders.
- C. Obvious, apparent errors in a bid may be corrected or withdrawn upon written approval of the Procurement Officer.

21. Taxes:

- A. Generally, the BOARD OF EDUCATION is tax exempt and price quoted should not include Federal Excise Taxes or State or Local Sales or Use Taxes. Exemption Certificates will be cited or provided upon request (if applicable). However, see Invitation for Bid for complete terms and conditions on taxes.

22. Trade Discount:

- A. All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) specifically requested in that manner; (2) two copies of the referenced price list accompanies the bid.

23. Time Discounts:

- A. Prompt payment discounts are solicited and will be treated as follows:
1. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
 2. Discounts offering less than twenty (20) calendar days will not be deducted from prices offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
 3. In computing prompt payment discounts the date of delivery of the supplies or completion of services, or receipt of correct invoices in the office specified, will be considered and the later date prevail.

24. Surety:

- A. General:
1. When bid or Contract performance surety is required by the Invitation for Bid any bond or certified check or other instrument offered to satisfy the requirement must be made payable to the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY.
 2. Any bond offered must be issued by a bonding company licensed to do business in the State of Maryland and otherwise acceptable to the BOARD OF EDUCATION.
 3. In all cases, whenever a bid surety is required by the Invitation for Bid, a performance bond will also be required. However, a performance bond may be required by the Invitation for Bid without requiring a bid bond. See Invitation for Bid for specifics.
- B. Bid Guarantee:
1. Purpose:
 - a. The purpose of the bid surety is to protect the BOARD OF EDUCATION from loss in the event the successful bidder fails to execute any further contractual documents and bonds as required by the Invitation for Bid.
 2. Time of Submittal:
 - a. When required by the Invitation for Bid the bid surety must accompany the bid or be presented before the time and date specified for return of bids.
 3. Form:
 - a. The bid surety must be in the form of a firm commitment such as a bid bond, certified check or cashier's check.

b. Bid guarantees, other than bid bonds, will be returned to the unsuccessful bidders immediately after award of the contract.

C. Performance Guarantee:

1. The purpose of the performance bond is to provide assurance of faithful performance by the Contractor of all aspects, terms and conditions of the Contract, including remuneration for liquidated damages where such are specified.
2. Time of Submittal:
 - a. After notice of award, the vendor will be required to execute any further contractual documents and provide a Performance Bond in the amount indicated in the Invitation for Bid. Failure to return **ALL** required documents within fifteen (15) calendar days from date of receipt will rule your offer null and void and therefore, award will be made to the next low responsive bidder. The Bid Surety may be used to offset the additional expense.

25. Brand Name or Equal:

- A. Where a particular manufacturer, several manufacturers, brands or models are referenced it is to be interpreted as being descriptive and not restrictive unless specifically indicated. Bids will be considered on models, brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures or other descriptive literature and supporting data sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the bidder to provide the foregoing with the bid and prior to the time and date set for return of bids.
- B. Where only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
- C. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he/she is bidding on, the Ordering Office shall have the right to select any brand or model referenced.

26. Bid Acceptance Period:

- A. Unless otherwise stated by the bidder in his/her bid, prices offered will be considered to allow sixty (60) days for acceptance.

27. Bidder's Qualification:

- A. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the BOARD OF EDUCATION may visit any prospective Contractor's place of business to determine his/her ability, capacity, reliability, financial stability and other factors necessary to perform the Contract.

28. Signature to Bid:

- A. The second page of the Invitation for Bid is the "bid signature page". It **must be** completed to provide all the information requested and **signed** by a person or persons legally authorized to sign Contracts.

29. Award:

- A. Contract Award will be made by the BOARD OF EDUCATION after due consideration has been given to price, delivery offered, previous performance, quality of service and merchandise, and ability to perform the Contract.
- B. In the event of tie bids where all factors are equal, award shall be made to: (1) the Prince George's County bidder; (2) the out of County bidder incorporated in Maryland; and (3) the bidder not incorporated in the State of Maryland; in that order of preference. If bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by a toss of the coin.

- C. The BOARD OF EDUCATION reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions not requested, or imposes conditions or offers alternate items and may make any award which is deemed to be in the best interest of the BOARD OF EDUCATION.

30. Bid Opening Procedures:

- A. Sealed bids will be opened and displayed at the designated time and place.
1. All bids must be submitted in duplicate and be complete in all detail.
 - a. Original copy to be retained by the Purchasing Office.
 - b. Duplicate copy to be circulated among those vendors present at the bid opening for bid information extraction.
- B. During the period of evaluation, no bidder shall contact any member or employee of the BOARD OF EDUCATION concerning award. Such action may result in the bidder's offer being removed from evaluation and returned as non-responsive.

GLOSSARY:

Invitation for Bid — The procurement package expressing the requirements of the BOARD OF EDUCATION which is mailed to prospective bidders for the purpose of obtaining competitive prices. Each Invitation is referred to by its own identification number.

Proposal — The pages of the Invitation for Bid containing the listing of items to be purchased and providing space for the bidder to insert prices and provide other information requested therein.